

Complete Production Services, Inc.

Form S-8

August 07, 2006

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As filed with the Securities and Exchange Commission on August 7, 2006

Registration No. 333-_____

**SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

**FORM S-8
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933**

COMPLETE PRODUCTION SERVICES, INC.
(Exact Name of Registrant as Specified in Its Charter)

Delaware
(State or Other Jurisdiction of
Incorporation or Organization)

72-1503959
(I.R.S. Employer
Identification Number)

**11700 Old Katy Road, Suite 300
Houston, Texas 77079
(281) 372-2300**
(Address of Principal Executive Offices including Zip Code)

**COMPLETE PRODUCTION SERVICES, INC.
AMENDED AND RESTATED 2001 STOCK INCENTIVE PLAN
I.E. MILLER SERVICES, INC. 2004 STOCK INCENTIVE PLAN
COMPLETE ENERGY SERVICES, INC. 2003 STOCK INCENTIVE PLAN, AS AMENDED**
(Full Title of the Plans)

**James F. Maroney III
Vice President, Secretary and
General Counsel
11700 Old Katy Road, Suite 300
Houston, Texas 77079
(281) 372-2300**
(Name, Address, Including Zip Code, and Telephone Number,
Including Area Code, of Agent for Service)

CALCULATION OF REGISTRATION FEE

Title of Securities to be Registered	Amount to be Registered(1)	Proposed Maximum Offering Price Per Share(2)	Proposed Maximum Aggregate Offering Price(2)	Amount of Registration Fee
Common stock, \$0.01 par value per share	6,010,983	\$12.53	\$75,317,616.99	\$8,059

- (1) Represents:
- (i) 4,053,379 shares issuable under the Complete Production Services, Inc. Amended and Restated 2001 Stock Incentive Plan (the Amended 2001 Plan);
 - (ii) 67,742 shares issuable under the I.E. Miller Services, Inc. 2004 Stock Incentive Plan (the IEM Plan);
 - and
 - (iii) 1,889,862 shares issuable under the Complete Energy Services, Inc. 2003 Stock Incentive Plan, as amended (the CES Plan). In accordance with Rule 416(a) of the Securities Act of 1933, as amended, this registration statement shall also cover any additional shares of common stock which become issuable under the Plan by reason of any stock dividend, stock split, recapitalization or similar transaction.

- (2) Estimated solely for the purpose of calculating the registration fee pursuant to Rule 457(h) and (c) under the Securities Act of 1933, as amended. The price per share and aggregate offering prices for the shares registered hereby are calculated on the basis of (i) the weighted average exercise price per share of \$13.31 for 2,236,855 shares of common stock subject to previously granted options under the Amended 2001 Plan; (ii) the weighted average exercise price per share of \$5.59 for 67,742 shares of common stock subject to previously granted options under the IEM Plan; (iii) the weighted average exercise price per share of \$4.07 for 1,889,862 shares of common stock subject to

previously granted options under the CES Plan; and (iii) the average of the high and low prices (\$20.63) of a share of our common stock as reported on the New York Stock Exchange on August 1, 2006 as to the remaining 1,816,524 shares of common stock available for future grant under the Amended 2001 Plan. The IEM Plan and the CES Plan have been terminated as to future grants.

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Opinion of James F. Maroney, III, Esq.

Consent of Grant Thornton LLP

Consent of KPMG LLP

Consent of Darnall, Sikes, Gardes & Frederick

Consent of BKD, LLP

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INTRODUCTION

This registration statement on Form S-8 is filed by Complete Production Services, Inc. (referred to herein as our, we or us) relating to 6,010,983 shares of our common stock, \$0.01 par value per share (Common Stock), issuable to our eligible employees, directors and consultants under the Plan.

PART I

INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

We are not filing or including in this Form S-8 the information called for in Part I of Form S-8 (by incorporation by reference or otherwise) in accordance with the rules and regulations of the Securities and Exchange Commission (the Commission).

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

The Commission allows us to incorporate by reference the information we file with it, which means that we can disclose important information to you by referring to those documents. The information incorporated by reference is an important part of this registration statement, and information that we file later with the Commission will automatically update and supersede this information. We incorporate by reference the following documents we have filed, or may file, with the Commission:

- (1) Prospectus filed with the Commission pursuant to Rule 424(b) promulgated under the Securities Act of 1933, as amended (the Securities Act), on April 21, 2006, in connection with our Registration Statement on Form S-1, as amended (No. 333-128750); and
- (2) Quarterly Report on Form 10-Q filed with the Commission on May 15, 2006 for the fiscal quarter ended March 31, 2006; and
- (3) Current Report on Form 8-K filed with the Commission on April 26, 2006, and the Current Report on Form 8-K/A filed with the Commission on April 27, 2006.

All documents filed by us pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act after the date of this registration statement and prior to the filing of a post-effective amendment which indicates that all securities offered hereby have been sold or which deregisters all securities covered hereby then remaining unsold are incorporated by reference in this registration statement and are a part hereof from the date of filing of such documents. A Current Report on Form 8-K furnished to the Commission shall not be incorporated by reference into this registration statement. Any statement contained in a document incorporated or deemed to be incorporated by reference in this registration statement shall be deemed to be modified or superseded for purposes of this registration statement to the extent that a statement contained in this registration statement, or in any subsequently filed document which also is or is deemed to be incorporated by reference in this registration statement, modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this registration statement.

Item 4. Description of Securities.

Not applicable.

Item 5. Interests of Named Experts and Counsel.

Not applicable.

Table of Contents**Item 6. Indemnification of Directors and Officers.**

Section 145 of the Delaware General Corporation Law (DGCL) provides that a corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation) by reason of the fact that he is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. Section 145 further provides that a corporation similarly may indemnify any such person serving in any such capacity who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the Delaware Court of Chancery or such other court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all of the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Delaware Court of Chancery or such other court shall deem proper. Our certificate of incorporation and bylaws provide that indemnification shall be to the fullest extent permitted by the DGCL for all our current or former directors or officers. As permitted by the DGCL, our certificate of incorporation provides that we will indemnify our directors against liability to us or our stockholders for monetary damages for breach of fiduciary duty as a director, except (1) for any breach of the director's duty of loyalty to us or our stockholders, (2) for acts or omissions not in good faith or which involve intentional misconduct or knowing violation of law, (3) under Section 174 of the DGCL or (4) for any transaction from which a director derived an improper personal benefit.

We have also entered into indemnification agreements with all of our directors and all of our executive officers (including each of our named executive officers). These indemnification agreements are intended to permit indemnification to the fullest extent now or hereafter permitted by the DGCL. It is possible that the applicable law could change the degree to which indemnification is expressly permitted.

The indemnification agreements cover expenses (including attorneys' fees), judgments, fines and amounts paid in settlement incurred as a result of the fact that such person, in his or her capacity as a director or officer, is made or threatened to be made a party to any suit or proceeding. The indemnification agreements generally cover claims relating to the fact that the indemnified party is or was an officer, director, employee or agent of us or any of our affiliates, or is or was serving at our request in such a position for another entity. The indemnification agreements also obligate us to promptly advance all reasonable expenses incurred in connection with any claim. The indemnitee is, in turn, obligated to reimburse us for all amounts so advanced if it is later determined that the indemnitee is not entitled to indemnification. The indemnification provided under the indemnification agreements is not exclusive of any other indemnity rights; however, double payment to the indemnitee is prohibited.

We are not obligated to indemnify the indemnitee with respect to claims brought by the indemnitee against us, except for:

claims regarding the indemnitee's rights under the indemnification agreement;

claims to enforce a right to indemnification under any statute or law;

counter-claims against us in a proceeding brought by us against the indemnitee; or

any other person, except for claims approved by our board of directors.

We have obtained director and officer liability insurance for the benefit of each of the above indemnitees. These policies include coverage for losses for wrongful acts and omissions and to ensure our performance under the indemnification agreements. Each of the indemnitees are named as an insured under such policies and provided with the same rights and benefits as are accorded to the most favorably insured of our directors and officers.

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Item 7. Exemption from Registration Claimed.

Not applicable.

Item 8. Exhibits.

See Index to Exhibits on page 8.

Item 9. Undertakings.

(a) The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) to include any prospectus required by Section 10(a)(3) of the Securities Act;

(ii) to reflect in the prospectus any facts or events arising after the effective date of this registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20 percent change in the maximum aggregate offering price set forth in the Calculation of Registration Fee table in the effective registration statement; and

(iii) to include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the registrant pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or

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controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant, Complete Production Services, Inc., a Delaware corporation, certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Houston, State of Texas, on this 3rd day of August 2006.

Complete Production Services, Inc.

By: /s/ Joseph C. Winkler
Joseph C. Winkler
President and Chief Executive Officer

POWER OF ATTORNEY

Each person whose signature appears below hereby authorizes and appoints Joseph C. Winkler and J. Michael Mayer, or either of them, as attorneys-in-fact and agents with full power of substitution and re-substitution, to sign on his or her behalf, individually and in the capacities stated below, and to file any and all amendments, including post-effective amendments, to this Registration Statement and other documents in connection therewith, with the Commission, granting to said attorneys-in-fact and agents full power and authority to perform any other act on behalf of the undersigned required to be done in the premises.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities as of August 3, 2006.

Signature	Title
/s/ Joseph C. Winkler Joseph C. Winkler	President, Chief Executive Officer and Director (Principal Executive Officer)
/s/ J. Michael Mayer J. Michael Mayer	Senior Vice President and Chief Financial Officer (Principal Financial Officer)
/s/ Robert L. Weisgarber Robert L. Weisgarber	Vice President Accounting and Controller (Principal Accounting Officer)
/s/ Andrew L. Waite Andrew L. Waite	Chairman of the Board
/s/ David C. Baldwin David C. Baldwin	Director
/s/ Robert Boswell Robert Boswell	Director
/s/ Harold G. Hamm Harold G. Hamm	Director

Harold G. Hamm

/s/ W. Matt Ralls

Director

W. Matt Ralls

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Signature	Title
/s/ R. Graham Whaling	Director
R. Graham Whaling	
/s/ James D. Woods	Director
James D. Woods	

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INDEX TO EXHIBITS

EXHIBIT

- 4.1 Form of Amended and Restated Stockholders Agreement by and among Complete Production Services, Inc. and the stockholders listed therein (incorporated by reference to Exhibit 10.3 to the Registration Statement on Form S-1/A filed with the Commission on March 20, 2006)
- 5.1+ Opinion of James F. Maroney, III Esq. regarding the legality of the securities being registered.
- 23.1+ Consent of James F. Maroney, III Esq. (included in Exhibit 5.1).
- 23.2+ Consent of Grant Thornton LLP.
- 23.3+ Consent of KPMG LLP
- 23.4+ Consent of Darnall, Sikes, Gardes & Frederick
- 23.5+ Consent of BKD, LLP
- 24+ Power of Attorney (included with the signature page to this Registration Statement).
- 99.1 Complete Production Services, Inc. Amended and Restated 2001 Stock Incentive Plan. (incorporated by reference to Exhibit 10.6 to the Registration Statement on Form S-1/A filed with the Commission on April 4, 2006)
- 99.2 I.E. Miller Services, Inc. 2004 Stock Incentive Plan (incorporated by reference to Exhibit 10.10 to the Registration Statement on Form S-1/A filed with the Commission on November 15, 2005)
- 99.3 Complete Energy Services, Inc. 2003 Stock Incentive Plan, as amended by the First Amendment and Second Amendment thereto (incorporated by reference to Exhibits 10.7, 10.8 and 10.9 to the Registration Statement on Form S-1/A filed with the Commission on November 15, 2005)
- + Filed herewith